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6 Attorneys for Plaintiffs  
7 WILLIAMS & COCHRANE, LLP, *et al.*

8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10  
11 **WILLIAMS & COCHRANE, LLP; and**  
12 **FRANCISCO AGUILAR, MILO**  
13 **BARLEY, GLORIA COSTA,**  
14 **GEORGE DECORSE, SALLY**  
**DECORSE, et al., on behalf of themselves**  
*and all those similarly situated;*

15 *(All 28 Individuals Listed in ¶ 13)*

16 Plaintiff,

17 vs.

18  
19 **QUECHAN TRIBE OF THE FORT**  
20 **YUMA INDIAN RESERVATION, a**  
*federally-recognized Indian tribe;*  
21 **ROBERT ROSETTE; ROSETTE &**  
22 **ASSOCIATES, PC; ROSETTE, LLP;**  
23 **RICHARD ARMSTRONG; KEENY**  
24 **ESCALANTI, SR.; MARK WILLIAM**  
**WHITE II, a/k/a WILLIE WHITE; and**  
**DOES 1 THROUGH 100;**

25 Defendants.  
26  
27  
28

Case No.: 17-CV-01436 GPC MDD

**WILLIAMS & COCHRANE'S**  
**MEMORANDUM OF POINTS**  
**AND AUTHORITIES IN**  
**SUPPORT OF MOTION FOR**  
**LEAVE TO FILE FIRST**  
**SUPPLEMENTAL COMPLAINT**

Date: July 6, 2018  
Time: 1:30 p.m.  
Dept: 2D  
Judge: The Hon. Gonzalo Curiel

## INTRODUCTION

Williams & Cochrane (“Firm”) hereby files this motion for leave to file the First Supplemental Complaint (“FSC”) that is attached hereto as Exhibit A – a document that details how Robert Rosette and seemingly the other individual defendants have just intentionally disseminated the un-redacted and sealed documents in this case at one or more of the Firm’s tribal clients over the past few weeks in an attempt to interfere with extraneous contractual relationships. *See* FSC, ¶¶ 12-22.

Federal Rule of Civil Procedure 15(d) allows a court, on just terms, “to permit a party to serve a supplemental pleading setting out any transaction, occurrence, or event that happened after the date of the pleading to be supplemented.” FED. R. CIV. P. 15(d). This supplementation rule is a tool of judicial economy and its use is favored, for amongst other reasons, “to simplify judicial procedure, to adjudicate all phases of litigation involving the same parties, and to avoid a multiplicity of suits.” *Keith v. Volpe*, 858 F.2d 467, 475 (9th Cir. 1988) (quoting *H.F.G. Co. v. Pioneer Publ’g Co.*, 7 F.R.D. 654, 656 (N.D. Ill. 1947)). In fact, the provision is *so* favored that circuit courts – including the United States Court of Appeals for the Ninth Circuit – regularly cite the fifty-year-old words of Judge Haynsworth that suggest that supplementation “ought to be [\*almost\*] allowed as of course:”

Rule 15(d) of the Federal Rules of Civil Procedure provides for... supplemental pleadings. It is a useful device, enabling a court to award complete relief, or more nearly complete relief, in one action, and to avoid the cost, delay, and waste of separate actions which must be separately tried and prosecuted. So useful they are and of such service in the efficient administration of justice that they ought to be allowed as of course, unless some particular reason for disallowing them appears, though the court has the unquestioned right to impose terms upon their allowance when fairness appears to require them.

*Keith*, 858 F.2d at 472 (quoting *New Amsterdam Cas. Co. v. Waller*, 323 F.2d 20, 28-29 (4th Cir. 1963)). The approving manner in which the federal judiciary views Rule 15(d) means that a district court should give the provision a “liberal” construction and “freely”

1 allow supplementation absent a showing of prejudice to the defendant. *See id.* at 475  
2 (collecting cases); *see also McHenry v. Ford Motor Co.*, 269 F.2d 18 24-25 (6th Cir. 1959)  
3 (explaining Rule 15(d) is to be given a “liberal construction” so as “to permit amend-  
4 ments freely”). On occasion, one of the considerations other than prejudice that come into  
5 play when dealing with amendments under Rule 15(a) can also factor into the supplemen-  
6 tation analysis, such as undue delay, bad faith, or dilatory motive. *See San Luis & Delta-*  
7 *Mendota Water Auth. v. United States DOI*, 236 F.R.D. 491, 496 (E.D. Cal. 2006) (citing  
8 *Foman v. Davis*, 371 U.S. 178, 182 (1962)).

9 As mentioned, Robert Rosette has gone out of his way to undo the sealing orders  
10 issued by the Court in this case. First, he enlisted the aid of the Office of the Governor’s  
11 Senior Advisor for Tribal Negotiations Joginder Dhillon to submit a declaration that  
12 attached and publicly disclosed *all* of Williams & Cochrane’s compact-negotiation work  
13 product for Quechan that had previously been filed under seal. *See* Dkt. Nos. 50-4, 52-3.  
14 Any questions about the real motive behind this declaration should disappear after con-  
15 sidering that Mr. Dhillon disclosed compact negotiation materials that he previously as-  
16 serted were confidential, *only* disclosed Williams & Cochrane’s work product (not Mr.  
17 Rosette’s nor the State’s), and made *no* attempt to redact any of the sensitive information  
18 contained therein that this Court found worthy of protection. *See, e.g.*, Dkt. No. 9; *Pauma*  
19 *Band of Luiseno Mission Indians of Pauma & Yuima Reservation v. California*, No. 16-  
20 01713, Dkt. No. 31-2, p. 63 (S.D. Cal. July 14, 2017). Possibly feeling emboldened by  
21 this fast one, Mr. Rosette then upped the ante by obtaining a copy of the un-redacted ma-  
22 terials that Cheryl Williams transmitted to opposing counsel by e-mail in connection with  
23 the filing of the First Amended Complaint (including said complaint), and then e-mailing  
24 the documents to at least one member of Williams & Cochrane’s client the Pauma Band  
25 of Mission Indians – a tribal member who happens to be not only a friend of Robert Ro-  
26 sette but a relative of Keeny Escalanti, Sr. *See* FSC, ¶¶ 17-21. It should go without saying  
27 that these materials – and whatever yet-to-be discovered commentary Mr. Rosette pro-  
28 vided along with them – spread like wildlife and were received and read by numerous

1 tribal members and employees in just a matter of days. *See id.* at ¶¶ 18. Moreover, there  
2 is simply no question whether the un-redacted materials were the ones disclosed because  
3 the attorneys with Williams & Cochrane verified firsthand that the First Amended Com-  
4 plaint being spread around was the very same one that Ms. Williams e-mailed to oppos-  
5 ing counsel in connection with the filing of the document – all the way down to its unique  
6 filename and metadata. *See id.* at ¶ 19.

7 The attorneys with Williams & Cochrane perhaps naively thought that the *status*  
8 *quo* would remain throughout the disposition of this suit so the parties could keep their  
9 focus on litigating the issues at the heart of this case. However, that is no longer the  
10 reality, and Williams & Cochrane *must* now file this supplemental complaint detailing  
11 this post-filing behavior in order to protect its business interests and ensure it has some  
12 recourse should these events continue. Quite simply, the individual defendants in this  
13 case have engaged in various fraudulent schemes that have severely damaged Williams &  
14 Cochrane’s standing both financially and professionally within the California Indian law  
15 community, from recurrently trying to oust the Firm while targeting its tribal clients, to  
16 interfering with one of its major contracts as part of a larger pattern of breaching signifi-  
17 cant commercial contracts while hiding behind tribal sovereign immunity, to displacing  
18 the firm as part of a legal purge aimed at providing the necessary breathing room to cre-  
19 ate an illicit payday lending business similar to the one that recently sent Scott Tucker to  
20 federal prison for fourteen months. *See* Dkt. No. 39, ¶¶ 9, 132-33, 145-99. The latest e-  
21 vents are just a continuation of these RICO schemes, and, with the individual defendants  
22 wholly responsible for these actions and just recently so, there is not a single factor that  
23 weighs against admitting the supplemental complaint.

#### 24 CONCLUSION

25 For the foregoing reasons, Williams & Cochrane respectfully requests that the  
26 Court grant the motion for leave and accept the First Supplemental Complaint that is  
27 attached hereto as Exhibit A.

28 ///

1 RESPECTFULLY SUBMITTED this 11th day of May, 2018

2  
3 WILLIAMS & COCHRANE, LLP, *et al.*

4 By: /s/ Kevin M. Cochrane

5 Cheryl A. Williams

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**EXHIBIT A**

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7 WILLIAMS & COCHRANE, LLP,

8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

10  
11 **WILLIAMS & COCHRANE, LLP;**

12 vs.

13 **ROBERT ROSETTE; ROSETTE &**  
14 **ASSOCIATES, PC; ROSETTE, LLP;**  
15 **KEENY ESCALANTI, SR.; MARK**  
16 **WILLIAM WHITE II, a/k/a/ WILLIE**  
*WHITE; and DOES 1 THROUGH 100;*

17 Defendants.  
18  
19

Case No.: 17-CV-01436 GPC MDD

**FIRST SUPPLEMENTAL COM-  
PLAINT**

**JURY TRIAL DEMANDED**

**[ACTION FILED JULY 17, 2017]**

## INTRODUCTION<sup>1</sup>

1  
2 1. An acrimonious case has only become more so. Rather than focus on litigating  
3 the merits of this action, the individual defendants have now resorted to street justice,  
4 doing everything in their power to make this case go away by making Williams & Coch-  
5 rane go away. As to that, just weeks after Robert Rosette convinced the State of Califor-  
6 nia’s compact negotiator to file a declaration in this case and publicly disclose all the  
7 compact-negotiation work product for Quechan that Williams & Cochrane had success-  
8 fully filed under seal, Mr. Rosette upped the ante even further and distributed the remain-  
9 ing sealed information (including the unredacted First Amended Complaint) to a member  
10 of one of Williams & Cochrane’s tribal clients in the hopes of severing that contractual  
11 relationship and damaging the Firm to such a point that it would not have the resources to  
12 continue litigating this case. The attorney-client communications and other confidential  
13 information in these sealed materials spread like wildlife throughout the tribe in question,  
14 and this event marks just the latest entry in a long line of predicate acts by Robert Rosette  
15 and his associates to displace the Firm *through* fraudulent means *for* fraudulent purposes.  
16 Given that, Williams & Cochrane respectfully requests that the Court redress this latest  
17 act and put a definitive end to the moblike behavior of the defendants that has persisted  
18 for years and pervades the factual background of this case.

## JURISDICTION

19  
20 2. The district court has jurisdiction over this matter pursuant to the Racketeer In-  
21 fluenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* (“RICO”); the Lanham  
22 Act, 15 U.S.C. § 1051 *et seq.*; the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et*  
23 *seq.* (“IGRA”) (*see, e.g., Cabazon Band of Mission Indians v. Wilson*, 124 F.3d 1050,  
24 1056 (9th Cir. 1997)); 28 U.S.C. § 1331 (“Federal Question Jurisdiction”); and 28 U.S.C.  
25 § 1367 (“Supplemental Jurisdiction”).

26 3. Venue is proper in this district, in part, under Section 1965(a) of RICO since

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27 <sup>1</sup> The supplemental complaint should be read in conjunction with the operative  
28 First Amended Complaint that underlies this case. *See* Dkt. No. 39.



1 Robert Rosette represents a number of tribes in and around San Diego County and Imperial  
2 County – presumably including Quechan – and thus “transacts his affairs” in the dis-  
3 trict for purposes of the statute. *See* 18 U.S.C. § 1965(a) (explaining a RICO action may  
4 be instituted against a person in any district in which “such person resides, is found, has  
5 an agent, or transacts his affairs”); *see also Yavapai-Apache Nation v. La Posta Band of*  
6 *Diegueno Mission Indians*, 2017 Cal. App. Unpub. LEXIS 4430 (4th Dist. June 28, 2017)  
7 (indicating Rosette represents the Southern District-based La Posta tribe in a more than  
8 four-year-old breach of contract action in which the San Diego Superior Court entered a  
9 final judgment against La Posta in the amount of \$48,893,407.97); *Yavapai-Apache*  
10 *Nation v. Iipay Nation of Santa Ysabel*, 201 Cal. App. 4th 190 (4th Dist. 2011) (indicating  
11 Rosette has defended the Southern District-based Santa Ysabel tribe in a nearly identical  
12 breach of contract action involving \$30+ million in damages).

13 4. This action, through the underlying First Amended Complaint and this supple-  
14 mental complaint, presents an actual and live controversy as to, in part, whether Robert  
15 Rosette and his associates are perpetrating an unrelenting series of fraud against Williams  
16 & Cochrane and others using the mails and wires, which the district court has the power  
17 to remedy in accordance with the various Prayers for Relief.

#### 18 **PARTIES**

19 5. Williams & Cochrane, LLP is a partnership registered in the State of California  
20 to provide legal services, with offices in both San Diego and Temecula, California.

21 6. Robert Rosette is an individual and attorney licensed to practice law in the States  
22 of Arizona and California and a number of federal courts, including the United States  
23 District Court for the Southern District of California. Rosette has a California Bar number  
24 of 224437. *See* The State Bar of California, *Attorney Search Results for Robert A.*  
25 *Rosette*, available at <http://members.calbar.ca.gov/fal/Member/Detail/224437> (last visited  
26 July 1, 2017). Rosette is the President and Director of Rosette & Associates, PC, which is  
27 in turn a general partner of a parent entity named Rosette, LLP, and is identified as  
28 working out of the firm’s principal office at 565 West Chandler Boulevard, Suite 212,

1 Chandler, Arizona 85225. *See* Rosette, LLP, *Biography of Robert A. Rosette*, available at  
2 <https://www.rosettelaw.com/professionals/robert-rosette/> (last visited July 10, 2017).

3 7. Rosette & Associates, PC is a corporation organized in the State of Arizona to  
4 provide legal services. *See* Arizona Corporation Commission, *File Detail for Rosette &*  
5 *Associates P.C.*, available at <http://ecorp.azcc.gov/Details/Corp?corpId=11084750> (last  
6 visited June 30, 2017). Its principal office is at 565 West Chandler Boulevard, Suite 212,  
7 Chandler, Arizona 85225.

8 8. Rosette LLP is also an entity registered in the State of Arizona to provide legal  
9 services. *See* Arizona Secretary of State, *Result Detail for Rosette, LLP*, available at  
10 <https://apps.azsos.gov/apps/tntp/r/2LP/4003535> (last visited June 30, 2017). It has five  
11 offices – one apiece in California, Arizona, Oklahoma, Michigan, and Washington, D.C.  
12 – and employs at least twenty attorneys. *See, e.g.*, Rosette, LLP, *Professionals*, available  
13 at <https://www.rosettelaw.com/professionals/> (last visited Mar. 2, 2018). Like Rosette &  
14 Associates, PC, the principal office for Rosette, LLP is at 565 West Chandler Boulevard,  
15 Suite 212, Chandler, Arizona 85225.

16 9. Keeny Escalanti, Sr., is an individual and the putative Tribal Chairman of  
17 Quechan, and this supplemental complaint is brought against him in his individual capac-  
18 ity.

19 10. Mark William White II, a/k/a Willie White, is an individual and a putative  
20 Tribal Councilmember of Quechan, and this supplemental complaint is brought against  
21 him in his individual capacity.

22 11. Does 1 through 100 are other individuals or entities associated with Robert Ro-  
23 sette who partook in the fraudulent conduct underlying this supplemental complaint. The  
24 “Doe” designations represent fictitious names, with Williams & Cochrane ignorant of the  
25 true names on account of the material evidence revealing the identities of the implicated  
26 parties being in the exclusive possession of those parties or the presently-named defend-  
27 ants in this action.

28 ///

**SUPPLEMENTAL GENERAL ALLEGATIONS**

1  
2 12. On March 2, 2018, Williams & Cochrane filed its First Amended Complaint  
3 with the Court as of right pursuant to Federal Rule of Civil Procedure 15(a)(2), and did so  
4 under seal. *See* Dkt. No. 39.

5 13. The decision to file the First Amended Complaint under seal was due to the  
6 enormous amount of confidential and sensitive material contained in the pleading. On top  
7 of disclosing significant propriety work product, the First Amended Complaint also de-  
8 tailed, both in allegation form and in attached exhibits, attorney-client communications  
9 with representatives for both the Quechan and Pauma tribes that are at least reasonably  
10 necessary to establish the bases for claims.

11 14. In connection with the filing of the First Amended Complaint, Cheryl Williams  
12 sent an e-mail to opposing counsel at 9:51 p.m. of March 2, 2018 that “attached the docu-  
13 ments that my firm lodged with the Court in the above referenced action requesting that  
14 they be filed under seal.” Every document filed under seal was attached to this e-mail,  
15 including an electronic copy of the First Amended Complaint entitled “First Amended  
16 Complaint (Final)” that listed “cawlaw” – a pseudonym for Cheryl Williams – as the  
17 “author” in the document properties for the PDF file. The only individuals outside of the  
18 attorneys with Williams & Cochrane that were copied on this e-mail were the two princi-  
19 pal attorneys for both of the opposing firms – Matthew Close and Brittany Rogers of  
20 O’Melveny & Myers and Chris Casamassima and Becky Girolamo of WilmerHale.

21 15. Following the filing of the First Amended Complaint, the attorneys with Wil-  
22 liams & Cochrane attended one of the premiere Indian gaming conferences known as the  
23 “National Indian Gaming Association Tradeshow and Convention” on April 18-19, 2018.  
24 While in attendance, the attorneys with Williams & Cochrane had a conversation with the  
25 general manager of a rather prominent tribal casino who revealed that Michael Olujic, the  
26 general manager of Casino Pauma who is friends with Robert Rosette (*see* Dkt. No. 39, ¶  
27 184), had just hired a new CFO by the name of Flint Richardson.

28 16. Flint Richardson was the CFO for Robert Rosette’s law firm Rosette & Associ-

1 ates from at least 2009 to 2011, and, on information and belief, has a record checkered  
2 with domestic violence and alcohol-related issues.

3 17. Again fearing that this news signified yet another attempt by Robert Rosette to  
4 access some of the monies Pauma either saved or won as a result of its prior compact  
5 litigation with the State, the attorneys with Williams & Cochrane met with the Pauma  
6 Tribal Council on Tuesday, April 24, 2018 to determine whether they were aware that the  
7 casino was considering hiring Mr. Richardson to oversee the finances of the gaming  
8 facility and otherwise address the issue.

9 18. Just three days later, on Friday, April 27, 2018, Cheryl Williams received word  
10 that the un-redacted First Amended Complaint in the *Quechan* suit had just been dissem-  
11 inated – and was circulating extensively – around Pauma.

12 19. The following business day, Monday, April 30, 2018, the attorneys with Wil-  
13 liams & Cochrane inspected the electronic copy of the First Amended Complaint that had  
14 been disseminated and discovered that it was one and the same with the version sent to  
15 opposing counsel on March 2, 2018 – all the way down to having the same title and the  
16 “cawlaw” description in the author field of the document properties of the PDF.

17 20. Based on information and belief, Williams & Cochrane believes that the un-  
18 redacted First Amended Complaint and potentially other sealed documents were distribu-  
19 ted by a Pauma tribal member who has strong loyalties to Robert Rosette and is also re-  
20 lated to Keeny Escalanti.

21 21. Based on further information and belief, Williams & Cochrane believes that  
22 Robert Rosette obtained the electronic versions of the unredacted First Amended Com-  
23 plaint and associated sealed exhibits from one of the four opposing attorneys who re-  
24 ceived the materials on March 2, 2018 – either his own counsel or the attorneys with the  
25 WilmerHale law firm that he handpicked to represent Quechan in the litigation and with  
26 whom he has a tangled preexisting relationship (*see* Dkt. No. 39, ¶¶ 237-52) – and then,  
27 with the approval of Keeny Escalanti and Willie White, transmitted the materials to the  
28 aforementioned Pauma tribal member with the specific intent of interfering with Wil-

1 liams & Cochrane’s contractual relationship with this other tribe.

2 22. This act of disseminating the First Amended Complaint comes on the heels of  
3 Robert Rosette convincing the State’s Senior Advisor for Tribal Negotiations Joginder  
4 Dhillon to file a declaration in this suit and thereby publicly disclose *all* of Williams &  
5 Cochrane’s work product (and only Williams & Cochrane’s work product) in the Que-  
6 chan compact negotiations that the Firm had previously and successfully filed under seal.  
7 *See, e.g.,* Dkt. No. 52-3.

8 **SUPPLEMENTS TO CLAIMS FOR RELIEF**

9 23. Accordingly, Williams & Cochrane hereby supplements the RICO allegations  
10 set forth within the Sixth and Seventh Claims for Relief in the First Amended Complaint  
11 with the italicized material below:

12 288. As to this, each of the abovenamed Rosette defendants has  
13 engaged in at least two acts of mail or wire fraud during the last  
14 ten-year period, which are detailed in the General Allegations,  
*supra*, and include amongst other things:

15 ...

16 *(n) Using the mail and/or wires at least once on or about*  
17 *April 27, 2018 to transmit documents Williams &*  
18 *Cochrane filed under seal in this case to at least one*  
19 *member of a separate tribe the Firm represents with the*  
*specific intent of interfering with that relationship.*

20 294. As to this, each of the abovenamed defendants has agreed  
21 to engage in at least two acts of mail or wire fraud during the  
22 last ten-year period, which are detailed in the General  
Allegations, *supra*, and include amongst other things:

23 ...

24 *(j) Using the mail and/or wires at least once on or about*  
25 *April 27, 2018 to plan to transmit documents Williams &*  
26 *Cochrane filed under seal in this case to at least one*  
27 *member of a separate tribe the Firm represents with the*  
*specific intent of interfering with that relationship and*  
28 *thus making this case go away so said individuals can*  
*return to their fraudulent ways.*

**SUPPLEMENTAL PRAYER FOR RELIEF**

**WHEREFORE**, Williams & Cochrane prays as follows:

- 1. That the Court issue appropriate injunctive relief to ensure any documents filed under seal in this action are not improperly disseminated;
- 2. That the Court issue appropriate sanctions to account for the previous improper dissemination(s) of documents;
- 3. That the Court award treble damages under RICO in an amount to be proven at trial against the indicated Rosette and putative-Quechan-Councilmember defendants;
- 4. That the Court award reasonable attorney’s fees under RICO or as otherwise allowed by law or equity for having to litigate these issues;
- 5. That the Court award Williams & Cochrane its cost of suit under RICO or as otherwise allowed by law or equity;
- 6. That the Court award such other and further legal or equitable relief as it deems appropriate, as justice requires, or as the law allows.

RESPECTFULLY SUBMITTED this 11th day of March, 2018

WILLIAMS & COCHRANE, LLP

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